

MND 11/5/99



101197842

To the Honorable Commissioner of Patents and Tr

documents or copy thereof.

1. Name of conveying party(ies):

FreeRide Media, L.L.C.
460 Park Avenue, 8th Floor
New York, NY 10016

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other **Limited Liability Company - Delaware**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **cPulse, LLC**
Internal Address: _____
Street Address: **460 Park Avenue South, 8th Floor**
City: **New York** State: **NY** ZIP **10016**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **October 26, 1999**

Other **Limited Liability Company - Delaware**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/773,258

Additional numbers attached? Yes No

B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Barbara Villandry**
Internal Address: **Shipman & Goodwin LLP**

Street Address: **One American Row**

City: **Hartford** State: **CT** Zip: **06103-2819**

6. Total number of applications and registrations involved: ----- 1

7. Total fee (37 CFR 3.41): -----\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barbara Villandry, Paralegal *Barbara Villandry* **11-2-99**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

11/10/1999 DNGUYEN 00000016 75773258

FC:481

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C., 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D. C. 2053.

TRADEMARK

ASSIGNMENT OF REGISTERED SERVICE MARK

This Assignment of Registered Service Mark (the "Assignment") is made as of October 26, 1999, by FreeRide Media L.L.C., a Delaware limited liability company with its chief executive office at 460 Park Avenue, 8th Floor, New York, New York 10016 ("Assignor"), in favor of cPulse, LLC, a Delaware limited liability company with its chief executive office at 460 Park Ave, NY NY 10016 ("Assignee").

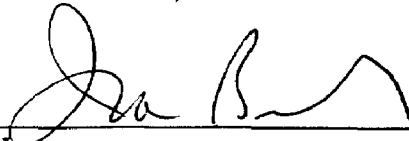
1. For the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the service mark registration listed on Schedule A attached hereto and made a part hereof, and (a) renewals of the service mark, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the service mark including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the service mark throughout the world, together with the goodwill of the business connected with and symbolized by the service mark.

2. Assignor covenants that it will execute and deliver to Assignee all such further assignments, endorsements and other documents as Assignee may reasonably request for the purpose of effecting transfer of Assignor's title to the service mark and/or carrying out the provisions of this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

3. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding application of any choice of law doctrines that would make applicable the law of any other state) and, where appropriate, applicable federal law.

FreeRide Media, LLC

By: 
Name: IRA BELSKY
Title: EVF

TRADEMARK

REEL: 001986 FRAME: 0839

Schedule A

SERVICE MARK

1. Service mark filed with the U.S. Patent and Trademark Office

<u>Pending Service Marks</u>	<u>Date of Filing</u>	<u>Serial Number</u>
CPULSE	8/11/99	75/773,258